

After recording return to:

City of Marysville
1049 State Avenue
Marysville, WA 98270

City of Marysville Utility Easement

THIS INDENTURE made this _____ day of _____, 20____ between (owner) _____, hereinafter referred to as "Grantor;" and the CITY OF MARYSVILLE, a municipal corporation of the State of Washington, hereinafter referred to as "Grantee," and (bank) _____, hereinafter referred to as "Mortgagee," WITNESSETH:

WHEREAS, Grantor is the owner of certain lands and premises situated in the County of Snohomish, State of Washington described as follows:

See **EXHIBIT A** attached hereto

Abbreviated legal description _____ Add'l on p. _____
(i.e., lot, block, plat or quarter, section, township, range)

Assessor's Tax Parcel ID#: _____

and,

WHEREAS, Grantee is desirous of acquiring certain rights and privileges over, under, through, across, in and upon said lands and premises;

NOW, THEREFORE, Grantor, for valuable consideration, the adequacy and receipt of which is hereby acknowledged, hereby conveys and grants to the Grantee, its successors and assigns and its contractors, agents, permittees and licensees, the perpetual right, privilege and authority to construct, alter, improve, repair, operate and maintain a stormwater system and/or sanitary sewer lines, and/or water lines, pipes and appurtenances, over, under, through, across, in and upon the following described lands and premises situated in the County of Snohomish, State of Washington, to-wit:

See **EXHIBIT B** attached hereto

Together with the right of ingress to and egress from said lands across adjacent lands of the Grantor, for the purpose of constructing, reconstructing, repairing, renewing, altering, changing, patrolling and operating said lines, and the right at any time to remove said lines and appurtenances from said lands.

The Grantor reserves the right to use the surface of the above-described easement in the manner now existing, but shall not erect any buildings, structures, patios, or other construction of any nature on said easement. This conveyance is conditioned upon the Grantee's obligation to replace any fences, lawn, shrubbery or land contours that are disturbed in connection with the exercise of the Grantee's rights hereunder, in as good condition

The rights, title, privileges and authority hereby granted shall continue to be in force until such time as the Grantee, its successors or assigns, shall permanently remove said lines and appurtenances from said lands, or shall otherwise permanently abandon said lines, at which time all such rights, title, privileges and authority hereby granted shall terminate.

Any mortgage on said land held by the Mortgagee is hereby subordinated to the rights herein granted to the Grantee, but in all other respects the said mortgage shall remain unimpaired.

Title: _____

[illegible]

My commission expires: _____

[illegible]

Dated this _____ day of _____, 20____

My commission expires: _____

[illegible]

Dated this _____ day of _____, 20____

My commission expires: _____

(Note: Do not write or stamp in 1" margins.)